STATE MS .- DESOTO CO.

JUL 19 10 17 AH '01

BK. 1354 180

RECORDING REQUESTED BY: Morequity, Inc.

WHEN RECORDED MAIL TO:

ACCOUNT#

CORPORATE ASSIGNMENT of DEED OF TRUST

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFERS TO AMERICAN GENERAL FINANCE, INC.

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST

DATED:

6/12/98

EXECUTED BY: MARK R FORSYTHE, A MARRIED PERSON AND MICHELLE L FORSYTHE, SIGNING PRO FORMA TO PERFECT LIEN ONLY

TRUSTOR TO AS PER **DEED OF TRUST**, AND RECORDED AS

DOCUMENT NO. ON 7/28/98

IN BOOK 1019

PAGE 704

OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE OF DESOTO

COUNTY, IN THE STATE OF MISSISSIPPI MORTGAGE AMOUNT \$ 54,000.00

DESCRIBING THE THEREIN AS:

AND AS FURTHER DESCRIBED IN MORTGAGE

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST.

DATED: 7/12/01

COUNTY OF

7/12/01 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE,
PERSONALLY PERSONALLY APPEARED LCE C. KIRCINCE PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE

NOTARY DIRECT 3-16.08

DOCUMENT PREPARED BY: SUSAN MILLS 601 NW 2ND ST., EVANSVILLE, IN 47701

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that ContiMortgage Corporation, organized and existing under the laws of Delaware, and whose address is 338 S. Warminster Road, Hatboro, Pennsylvania 19040 ("Seller") and American General Finance Corp ("Investor") entered into a Loan Purchase and Sale Agreement ("Agreement") under which ContiMortgage Corporation has sold, transferred and assigned certain mortgage loans to it's Investor; and

WHEREAS, ContiMortgage Corporation has agreed to give to it's Investor a limited Power of Attorney on the terms and conditions contained herein:

NOW, THEREFORE, ContiMortgage Corporation hereby constitutes and appoints American General Finance Corp, its true and lawful Attorney-in-fact and agent, with full power and authority hereby to prepare, execute and record whatever documents are required to properly convey and service mortgage loans sold to the Investor by ContiMortgage Corporation under the terms of the Loan Purchase and Sales Agreement Between the (2) two parties, including, but not limited to, the execution of notices of default, notices of sale, affidavits, powers of attorney, substitutions of trustees, assignments of mortgage, releases of liens, satisfactions, special warranty deeds, deeds of conveyances, deeds of reconveyance, assignments of bids, assignments of deficiency judgments, ratifications of sale, and any other documents required under any applicable laws or regulations.

WHEREAS, ContiMortgage Corporation hereby grants American General Finance Corp. the right to request copies or originals of and prepare and execute such documents as may be necessary to correct incorrect documents, to replace missing documents, or modify or amend mortgage loan documents, including, without limitation, closing documents and title policies, as required by applicable laws or regulations, investors, insurers or custodians.

ContiMortgage Corporation gives to American General Finance, the right to prepare and execute such documents or agreements as may be necessary to institute and complete the foreclosure and sale of property under the terms of any mortgage and deed of trust or other security instrument sold to American General Finance Corp. under the Agreement.

GIVING AND GRANTING, to American General Finance Corp. full authority to do and perform all and every act and thing necessary or incident to the performance and execution of the powers herein expressly granted as Seller might or could do if personally present, with this ratifying all that Seller shall lawfully do or cause to be done by virtue of the powers expressly granted herein.

Third parties without actual notice may rely upon the power granted under this Limited Power of Attorney upon the exercise of such power by such attorney-in-fact that all conditions precedent to such exercise of power have been satisfied and the fact that the Limited Power of Attorney has not been revoked unless an instrument of revocation has been recorded.

"This Limited Power of Attorney shall not be used to create any new obligation of the Seller to the Investor or for the institution of suit in the Seller's name."

IN WITNESS WHEREOF, I have signed this document as of the 25th day of October 2000.

CONTIMORTGAGE CORPORATION

When filed Return To: American General Finance

601 NW Second Street Evansville, IN 47708 Attn: Legal Department Title

Title: Assistant Vice President

LIMITED POWER OF ATTORNEY

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

COUNTY OF MONTGOMERY

On this 25th day of October 2000, before me personally appeared Janet M. Ward, who, being by me duly sworn, did depose that she is the Assistant Vice President of ContiMortgage Corporation, which is organized and existing under the laws of Delaware, which executed the above instrument, and acknowledged that she executed the same as Assistant Vice President of, and on behalf of, said corporation.

WITNESS my hand and official seal.

Notariai Seal Kathleen M. Dawson, Notary Public Hatboro Boro, Montgomery County My Commission Expires Mar. 24, 2003

Member, Pennsylvania Association of Notaries

Notarial Seal

M. Dawson, Notary Public

M. Dawson, Notary Public

M. Dawson, Montgomery County

M. Marian Expires Mar. 24, 2003

Methods, Pennsylvania Association of Notaries

Pecelved for Record JUN 06 2001 at 12 h 20 m

M. and recorded by_

Town Clark